

GLOSSARY OF TERMS

A

Abandonment – Language, in some leases, that defines vacating space as a breach of contract. FDIC shall not enter into, or extend any such leases.

All Inclusive Rent – A gross rate rent, all inclusive of operating expenses, utilities, and taxes.

Amendment - Any documented change to a lease by mutual agreement of FDIC and the Landlord. Amendments may be prepared by the Legal Division, Leasing Specialist, or the Landlord. In all cases, the Legal Division shall review the amendment to ensure all changes to the lease are reflected.

Approved Staffing Projections – Current year staffing and projected future staffing as approved through the most current annual corporate staffing analysis project.

Authorization to Proceed – The Documentation of Need becomes the Authorization to Proceed after approval by the appropriate official.

B

Best Value – Best value is the use of business judgment to make a series of qualitative and quantitative decisions. Financial analysis is significant, but not the sole determining factor. Other evaluation criteria, such as location and flexibility in lease terms and conditions, impact the best value decision.

BOMA Code – Standards published by the Building Owners and Managers Association (BOMA).

C

Conflict of Interest – A potential for misconduct caused by the Landlord having a business or personal interest which conflicts with FDIC's mission.

D

Debriefing - Post lease execution discussion with an unsuccessful offeror to discuss the strengths and weaknesses of their proposal. The debriefing sessions is held at the request of the offeror. The purpose of a debriefing is to inform the offeror why its proposal was not selected.

Documentation of Need – Written statements that substantiate the lease requirement.

E

Effective Date – The date which the Leasing Policy Manual becomes policy.

Evaluation Criteria – Factors which will be used by FDIC to make a best value decision.

Execution Package – Prepared by the Leasing Specialist, the execution package consists of:

- 4 copies of the lease signed by the Landlord;
- Legal opinion;
- Landlord Representations and Certifications Form(s); and
- Approved lease case.

Expansion – An increase to the amount of square footage in a facility in which FDIC has an existing lease.

Expansion Option - Any change to a lease acquisition which increases the rentable square footage of the leased space pursuant to an expansion option in the Lease at a predetermined rental rate.

Expiration - The date which all parties to the Lease have satisfied their obligation.

Expiration Date – A critical date identified in SLIMS as expiration of the initial lease term.

Extension – An agreement, not provided for in the Lease, to extend the term after expiration of the initial term and all options, and shall not exceed 6 months for field office and warehouse leases or 5 years for headquarters and regional office leases.

F

FDIC – The Federal Deposit Insurance Corporation in its corporate capacity.

G

Geographic Boundaries- The specific area within the general metropolitan area where FDIC will seek office space. It is specifically defined and should be broad enough to permit reasonable competition.

Gross Rent – For field office and warehouse leases, FDIC prefers to solicit for a gross rent, all-inclusive of operating expenses, utilities, and taxes. The rate may provide for a reasonable escalation.

H, I

Holdover – Remaining in leased space after the expiration of the lease without a written agreement to extend. FDIC, to the maximum extent possible, shall avoid invoking the holdover terms and conditions of the Lease.

Initial Tenant Improvements – Construction requirements prior to occupancy.

J, K, L

Landlord – Owner of the building containing the space leased to a Tenant.

Layout – A floor plan showing the specific placement of permanent and non-load-bearing walls, work stations, furniture and equipment of a tenant's operation.

Lease – A written document by which the rights of use and occupancy of land and/or structure are transferred by the owner to another person or entity for a specific period of time in return for a specific rental.

Lease Case – The purpose of the Lease Case is to request expenditure authority for all costs that will be incurred under the full term of the Lease. Case preparation and approval applies to all lease acquisitions.

Lease Execution Package – Set of documents, including the Lease, presented for signature by FDIC.

Lease Renewal – An extension of the lease term pursuant to provisions of the Lease for a fixed period of time. The length of the lease renewal shall be the renewal term provided for in the Lease.

Leased Space – Space leased by FDIC which is owned by a private firm or individual.

Leasing Process – Leasing is a multi-phase process which includes the following activities: definition of need, solicitation, award, and lease administration.

Lessee – A tenant under a lease, i.e., one who possesses the right to use or occupy a property under a lease.

Lessor – A Landlord under a Lease, i.e., one who holds title to and conveys the right to use and occupy a property under the lease.

M

Market Survey – A field survey and physical inspection of buildings in the area of consideration for the purpose of obtaining information on market conditions and the availability of suitable space for a lease requirement.

N

Need Date - The need date is the required start date for occupancy. The leasing process should be initiated as early as possible to ensure the Program Office(s) can occupy leased space by the need date.

O

Offeror- The party responding to the RFP.

P

PAV – Payment Authorization Voucher. An instrument to authorize rental payments. PAVs are prepared by the Leasing Specialist using SLIMS. The Leasing Specialist is responsible for obtaining the necessary signatures on the PAV to approve payment.

Potential Offerors – Parties who have been verified to be either the owner or the exclusive agent representing the owner of a building that is: within the geographic boundaries, provides class A space, and provides sufficient space, preferably contiguous, to meet the requirement.

A list of potential offerors consists of:

- Potential offerors who submit an expression of interest in response to the advertisement;
- Other potential offerors identified through the market survey and other sources; and
- Existing Landlord (unless the exclusion is authorized).

Preproposal Conference- A conference held prior to proposal submission to provide clarification on matters of interest for sources.

Program Office(s) - The Division(s) or office(s) within FDIC that will be using the leased space covered by the Lease.

Q

Qualified Offerors – The offerors who meet the following criteria:

- The Landlord has submitted and completed the Representations and Certification Form(s), if required by FDIC's Fitness and Integrity Policy, as it has been amended by the LPM, and has no unwaived conflicts of interest; and
- The proposed leased space meets the classification criteria, contains sufficient rentable square footage, and will be available in accordance with timing requirements.

R

Regional Offices - FDIC offices with responsibility for geographic regions, as designated from time to time by FDIC.

Representations and Certification Forms- The information provided on these forms is the basis for determining the fitness and integrity of each of the landlords for leases of 10,000 square feet or greater and whether or not they can do business with FDIC.

Renewal Option – A provision in the lease permitting occupancy of the space under its present terms and conditions for an additional period of time.

Request for Proposal (RFP) – A document which defines leased space requirements issued in the solicitation process.

S

Screening Proposals – The process of assessing each offeror's capability to meet the requirements at a fair and reasonable price.

Selected Offeror – The Landlord selected for award.

SLIMS – Strategic Leasing and Insurance Management System. A PC-based system developed by the Leasing Section to be a complete depository of FDIC leasing information. ACSB is responsible for maintaining the system, coordinating training, and for preparing system documentation.

Standard Lease Documents – The Legal Division generates and maintains the following standard lease documents:

- Standard Office Lease Agreement, Headquarters and Regional Office Leases;
- Standard Office Lease Agreement, Field Office Leases;
- Standard Warehouse Lease Agreement;
- Work Letter Agreement for Initial Tenant Improvements estimated to cost \$100,000 or greater;
- Work Letter Agreement for Initial Tenant Improvements estimated to cost less than \$100,000;
- Sublease Agreement with FDIC as landlord; and
- Sublease Agreement with FDIC as tenant.

T

Tenant – One who occupies and uses the property of another under a Lease; also known as Lessee.

Turnkey Construction – Construction of initial tenant improvements by the Landlord where the cost of the construction is included in the rent.

U

Untenantability – An unacceptable circumstance or condition that makes leased space unfit for occupancy. The Leasing Specialist, in consultation with the Legal Division, shall determine if the condition makes the leased space untenable in accordance with the lease and take the appropriate action, including offsetting rent when such remedy is available under the lease.

V-Z

Vacant space – Space leased by FDIC not currently assigned to a Program Office. This may include leased space held pending disposal of a building, leased space being renovated, or leased space being held until other blocks can be combined with it for a space action.

<i>Appendix B</i> <i>Glossary of Terms</i>	<i>FDIC Leasing Policy Manual</i>
---	-----------------------------------

This Page Intentionally Left Blank

<i>B-6</i>	<i>12/15/99</i>	<i>Acquisition and Corporate Services Branch</i>
------------	-----------------	--